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ROKID, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JUN FU,

Plaintiff,

v.

ROKID, INC.;
DOES 1-100, inclusive,

Defendants.

Case No. 3:23-cv-04327-LB

**DEFENDANT ROKID, INC.'S
ANSWER TO PLAINTIFF'S
COMPLAINT AND COUNTERCLAIM
AGAINST PLAINTIFF**

State Complaint Filed: August 17, 2023
Removal Date: August 23, 2023

ROKID, INC.,

Counter-Claimant,

v.

JUN FU; DOES 1-100, inclusive,

Counter-Defendants.

1 Defendant ROKID, INC. (“Rokid” or “Defendant”), by and through its undersigned
2 counsel, hereby submits its answer and affirmative defenses to the Complaint for Damages
3 (“Complaint”) filed by Plaintiff JUN FU (“Plaintiff”), as follows:

4 **GENERAL ALLEGATIONS**

5 1. Answering Paragraph 1 of the Complaint, Rokid admits that it employed Plaintiff
6 and that it is a California corporation. Rokid denies all remaining allegations.

7 2. Answering Paragraph 2 of the Complaint, the identities of Doe Defendants are
8 unknown. Rokid lacks knowledge or information sufficient to form a belief as to the truth of the
9 allegations in Paragraph 3 with respect to the Doe Defendants, and, on that basis, they are denied.

10 3. Answering Paragraph 3 of the Complaint, Rokid denies all allegations.

11 **FACTUAL ALLEGATIONS**

12 4. Answering Paragraph 4 of the Complaint, Rokid admits it hired Plaintiff in
13 November 2021, that his base salary was \$240,000, and that Plaintiff was eligible to receive a
14 bonus if he met certain performance criteria. Rokid denies all remaining allegations in Paragraph
15 4.

16 5. Answering Paragraph 5 of the Complaint, Rokid admits that Plaintiff received an
17 annual assessment in January 2023. Rokid denies all remaining allegations in Paragraph 5.

18 6. Answering Paragraph 6 of the Complaint, Rokid denies that it engaged in the acts
19 and omissions alleged in the Complaint. As to the remaining allegations in Paragraph 6, Rokid
20 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
21 Paragraph 6, and, on that basis, they are denied.

22 7. Answering Paragraph 7 of the Complaint, Rokid denies that it engaged in the acts
23 and omissions alleged in the Complaint. As to the remaining allegations in Paragraph 7, Rokid
24 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
25 Paragraph 7, and, on that basis, they are denied.

26 8. Answering Paragraph 8 of the Complaint, Rokid denies that it engaged in the acts
27 and omissions alleged in the Complaint. As to the remaining allegations in Paragraph 8, Rokid
28

1 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
2 Paragraph 8, and, on that basis, they are denied.

3 9. Answering Paragraph 9 of the Complaint, Rokid denies that it engaged in the acts
4 and omissions alleged in the Complaint. As to the remaining allegations in Paragraph 9, Rokid
5 lacks knowledge or information sufficient to form a belief as to the truth of the allegations in
6 Paragraph 9, and, on that basis, they are denied.

7 10. Answering Paragraph 10 of the Complaint, Rokid admits it terminated Plaintiff on
8 May 25, 2023. As to the remaining allegations in Paragraph 10, Rokid lacks knowledge or
9 information sufficient to form a belief as to the truth of the allegations in Paragraph 10, and, on
10 that basis, they are denied.

11 10. Answering Paragraph 10 of the Complaint¹, Rokid admits it provided Plaintiff with
12 his last paycheck. As to the remaining allegations in Paragraph 10, Rokid lacks knowledge or
13 information sufficient to form a belief as to the truth of the allegations in Paragraph 11, and, on
14 that basis, they are denied.

15 **FIRST CAUSE OF ACTION**

16 **WORKPLACE RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

17 11. Answering Paragraph 11 of the Complaint, Rokid refers to and incorporates herein
18 by reference its responses to all preceding allegations. Paragraph 11 of the Complaint contains no
19 allegations to admit or deny.

20 12. Answering Paragraph 12 of the Complaint, the allegations in Paragraph 12 are
21 conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required,
22 they are denied.

23 13. Answering Paragraph 13 of the Complaint, Rokid denies that it engaged in the acts
24 and conduct alleged in the Complaint. The remaining allegations in Paragraph 13 are conclusions
25 of law that Rokid cannot admit or deny. To the extent a response may still be required, they are
26 denied.

27 ¹ Please note that Paragraph 11 is mislabeled as Paragraph 10 in the Complaint. Defendant's
28 Answer to Plaintiff's Complaint matches Plaintiff's paragraph numbering in the Complaint for
ease of comparison.

14. Answering Paragraph 14 of the Complaint, Rokid denies that Plaintiff suffered damages, as expressed in the “DAMAGES” section of Plaintiff’s Complaint and incorporates its response to Paragraphs 37–39 as pertinent.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODES 233, 234, AND 246.5 (KIN CARE)

15. Answering Paragraph 15 of the Complaint, Rokid refers to and incorporates herein by reference its responses to all preceding allegations. Paragraph 15 of the Complaint contains no allegations to admit or deny.

16. Answering Paragraph 16 of the Complaint, the allegations in Paragraph 16 are conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required, they are denied.

17. Answering Paragraph 17 of the Complaint, the allegations in Paragraph 17 are conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required, they are denied.

18. Answering Paragraph 18 of the Complaint, the allegations in Paragraph 18 are conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required, they are denied.

19. Answering Paragraph 19 of the Complaint, Rokid denies that Plaintiff suffered damages, as expressed in the “DAMAGES” section of Plaintiff’s Complaint and incorporates its response to Paragraphs 37–39 as pertinent.

THIRD CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

20. Answering Paragraph 20 of the Complaint, Rokid refers to and incorporates herein by reference its responses to all preceding allegations. Paragraph 20 of the Complaint contains no allegations to admit or deny.

21. Answering Paragraph 21 of the Complaint, the allegations in Paragraph 21 are conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required, they are denied.

31. Answering Paragraph 31 of the Complaint, Rokid denies all allegations.

32. Answering Paragraph 32 of the Complaint, the allegations in Paragraph 32 are conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required, they are denied.

33. Answering Paragraph 33 of the Complaint, Rokid denies that it engaged in the acts and omissions alleged in the Complaint. As to the remaining allegations in Paragraph 33, they are conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required, they are denied.

34. Answering Paragraph 34 of the Complaint, the allegations in Paragraph 34 are conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required, they are denied.

35. Answering Paragraph 35 of the Complaint, Rokid denies that Plaintiff suffered damages, as expressed in the “DAMAGES” section of Plaintiff’s Complaint and incorporates its response to Paragraphs 37–39 as pertinent.

DAMAGES

36. Answering Paragraph 36 of the Complaint, Rokid denies that Plaintiff is entitled to damages, including unpaid wages, consequential damages, losses in past earnings, future earnings, deferred compensation, and other employment benefits.

37. Answering Paragraph 37 of the Complaint, Rokid lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37, and, on that basis, they are denied.

38. Answering Paragraph 38 of the Complaint, the allegations in Paragraph 38 are conclusions of law that Rokid cannot admit or deny. To the extent a response may still be required, they are denied.

39. Answering Paragraph 39 of the Complaint, Rokid denies all allegations.

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ANSWER TO PRAYER FOR RELIEF

1. Rokid denies that Plaintiff is entitled to “appropriate back and future pay, plus all fringe benefits, and other compensation” set forth in Paragraph 1 in the Prayer for Relief in Plaintiff’s Complaint.

2. Rokid denies that Plaintiff is entitled to “damages for physical and mental suffering” set forth in Paragraph 2 in the Prayer for Relief in Plaintiff’s Complaint.

3. Rokid denies that Plaintiff is entitled to “loss of earnings” set forth in Paragraph 3 in the Prayer for Relief in Plaintiff’s Complaint.

4. Rokid denies that Plaintiff is entitled to “reasonable attorneys’ fees and costs pursuant to Labor Code section 218, 233, 1102.5, and any other applicable law” set forth in Paragraph 4 in the Prayer for Relief in Plaintiff’s Complaint.

5. Rokid denies that Plaintiff is entitled to “pre-judgment and post-judgment interest” set forth in Paragraph 5 in the Prayer for Relief in Plaintiff’s Complaint.

6. Rokid denies that Plaintiff is entitled to “costs of suit” set forth in Paragraph 6 in the Prayer for Relief in Plaintiff’s Complaint.

7. Rokid denies that Plaintiff is entitled to “other and further relief” set forth in Paragraph 11 in the Prayer for Relief in Plaintiff’s Complaint.

AFFIRMATIVE DEFENSES

Rokid asserts the following affirmative defenses. Rokid reserves the right to amend this answer for purposes of asserting such additional affirmative defenses that become available or appear during discovery in this action.

1. Failure to state a claim: The Complaint, and each purported cause of action alleged therein, fails to state facts sufficient to constitute a cause of action against Rokid upon which relief may be granted.

2. Statute of limitations: The Complaint, and each purported cause of action alleged therein, is barred by the applicable statute of limitations, including, but not limited to, the California Code of Civil Procedure sections 203(b), 210, 335.1, 337(a), 338(a), 339, 340(a), and 343.

1 **3. Same decision:** The Complaint, and each purported cause of action alleged therein,
 2 are barred because, assuming *arguendo* that retaliatory reasons had been a motivating factor in any
 3 employment decisions involving Plaintiff, Rokid would have made the same employment
 4 decisions for legitimate, non-retaliatory business reasons.

5 **4. Avoidable consequences:** The Complaint, and each purported cause of action
 6 alleged therein, is barred because Rokid exercised reasonable care to prevent and correct any
 7 alleged retaliatory and/or unlawful behavior based on Plaintiff's alleged complaints, and Plaintiff
 8 unreasonably failed to avail himself of the internal preventive or corrective remedies provided by
 9 Rokid to prevent and to otherwise avoid such harm.

10 **5. Offset:** If Plaintiff is entitled to any recovery for damages in this action, Rokid is
 11 entitled to an offset for any amounts Plaintiff received from Rokid that he did not earn or for which
 12 he failed to satisfy the conditions subsequent, or any amounts that Plaintiff received from any other
 13 source, by virtue of, but not limited to, the doctrine prohibiting double recovery as set forth in *Witt*
 14 *v. Jackson* (1961) 57 Cal.2d 57 and its progeny.

15 **6. Workers' compensation preemption:** The Complaint, and each purported cause
 16 of action alleged therein, is barred by the exclusive remedy provided by the California Workers'
 17 Compensation Act, codified at Labor Code sections 3200, *et seq.*

18 **7. After-acquired evidence:** To the extent discovery discloses information that could
 19 serve as a basis for the termination of Plaintiff's employment, Plaintiff is barred from recovery by
 20 the doctrine of after-acquired evidence.

21 **8. Equitable doctrines:** The Complaint, and each purported cause of action alleged
 22 therein, is barred under the equitable doctrines of consent, waiver, estoppel, laches, and unclean
 23 hands.

24 **9. Comparative fault:** The Complaint, and each purported cause of action alleged
 25 therein, is barred in whole or in part by virtue of Plaintiff's comparative fault.

26 **10. Failure to mitigate:** The Complaint, and each purported cause of action alleged
 27 therein, is barred because Plaintiff failed to exercise reasonable diligence to mitigate his alleged
 28 damages.

1 **11. Waiver and Release:** To the extent discovery discloses information that could
 2 serve as a basis for this defense, Plaintiff's claims are barred, in whole or in part, to the extent such
 3 claims have been waived, discharged, and/or abandoned.

4 **12. Accord, Satisfaction, and Payment:** To the extent discovery discloses
 5 information that could serve as a basis for this defense, Plaintiff's claims are barred, in whole or
 6 in part, by the principles of accord and satisfaction, and payment.

7 **13. No Willful Violation / Good Faith Dispute:** To the extent Plaintiff seeks penalties
 8 for any alleged willful failure to comply with the requirements of the California Labor Code,
 9 including Labor Code section 203, such penalties are barred because Defendant did not willfully
 10 violate any provision of the California Labor Code, and good faith disputes exist concerning any
 11 alleged violations.

12 **14. Penalties Unjust, Arbitrary, or Confiscatory:** Plaintiff is not entitled to recover
 13 any civil penalties because, under the circumstances of this case, any such recovery would be
 14 unjust, arbitrary, oppressive, and confiscatory.

15 **15. Laches:** Any recovery on Plaintiff's Complaint, or any purported cause of action
 16 alleged therein, is barred in that Plaintiff was guilty of laches and unreasonable delay in bringing
 17 this action and in asserting any claim for relief against Defendant. The laches and unreasonable
 18 delay were without good cause and have substantially prejudiced Defendant because damages may
 19 have unnecessarily increased during the delay. Furthermore, certain types of evidence in defense
 20 of Plaintiff's allegations may have become difficult or impossible to obtain.

21 **COUNTERCLAIM AGAINST PLAINTIFF JUN FU**

22 TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

23 Defendant and Counter-Claimant ROKID, INC. ("Rokid") hereby asserts the following
 24 claims against Plaintiff and Counter-Defendant JUN FU ("Fu") and alleges as follows:

25 **THE PARTIES**

- 26 1. Rokid, Inc. is a California corporation headquartered in Redwood City, California.
 27 2. Rokid is informed and believes, and thereon alleges, that Fu is an individual
 28 residing in Woodbury, Minnesota.

1 9. On November 18, 2021, Fu signed his employment agreement (“Agreement”) to
2 become Rokid’s Vice President of Sales.

3 10. Pursuant to section 9 of the Agreement (“Section 9”), Fu agreed to not divulge or
4 otherwise use any of Rokid’s trade secrets both during and after his employment, except in
5 connection with the proper discharge of his duties.

6 **B. Following the End of Fu’s Employment with Rokid, Rokid Learned that Fu**
7 **Misappropriated Highly Valuable Trade Secrets.**

8 11. Rokid terminated Fu’s employment on or around May 25, 2023.

9 12. Rokid is informed and believes, and based thereon alleges, that following his
10 termination, Fu improperly and deliberately retained Rokid’s trade secrets in the form of Rokid’s
11 customer lists and customer contacts, which also contained Rokid’s customers emails and
12 cellphone numbers, (“Trade Secrets”) in violation of the Agreement.

13 13. The Trade Secrets include, among other things, the emails and cellphone numbers
14 for Rokid’s customer contacts.

15 14. Fu would not have these individuals’ contact information but for his employment
16 at Rokid, where he had access to the company’s password protected Customer Relationship
17 Management (“CRM”) system.

18 15. Rokid is informed and believes, and based thereon alleges, that Fu is using the
19 Trade Secrets to damage Rokid’s business by, among other things, informing Rokid’s customers
20 that Rokid’s product called the X-Craft, Model RX101, is not “Atex” certified.

21 16. “Atex” certification refers to European Union Directive 2014/34/EU which covers,
22 among other items, equipment and protective systems intended for use in potentially explosive
23 atmospheres. If a product is Atex certified, it means that a notified body (*i.e.*, an organization
24 designated by the European Union to conduct assessment procedures) has fully tested product and
25 has approved it to be safe to use in hazardous or explosive atmospheres. Approved products will
26 receive a “EU-Type Examination Certificate” affirming that the product complies with the
27 essential health and safety requirements of European Union Directive 2014/34/EU.

1 17. Failure to comply with the Atex certification process can result in serious
2 consequences, including hefty fines and even “criminal penalties for serious infringements.”
3 (European Union Directive 2014/34/EU, Article 40.)

4 18. Rokid is in possession of the Atex certificate certifying that the X-Craft, Model
5 RX101 is Atex certified.

6 19. Rokid is informed and believes, and based thereon alleges, that Fu is aware that
7 Rokid’s product, the X-Craft, Model RX101, is Atex certified.

8 20. Rokid is informed and believes, and based thereon alleges, that Fu, through his
9 unlawful retention of Rokid’s Trade Secrets, has falsely informed Rokid’s customers that the X-
10 Craft, Model RX101, is not Atex certified.

11 21. Rokid is informed and believes, and based thereon alleges, that Fu’s false
12 statements to Rokid’s customers decreases the value of Rokid’s good will and puts Rokid at danger
13 of losing current and future business with its customers if the customers believe that Rokid’s
14 products are not approved for use in countries subject to European Union Directive 2014/34/EU.

15 22. On June 19, 2023, counsel for Rokid sent Fu a letter by email and express mail
16 notifying Fu that (1) Rokid knew that he had improperly and deliberately retained Rokid’s Trade
17 Secrets and (2) that Fu was using the Trade Secrets to falsely tell ‘Rokid’s customers that Rokid’s
18 product is not Atex certified. Rokid demanded that Fu provide a full accounting of Rokid’s
19 documents or information he retained after his employment, contact Rokid to arrange for a return
20 of this information, and provide written assurances that would no longer use the Trade Secrets he
21 obtained in the course of his employment.

22 23. To date, Fu has not returned the Trade Secrets to Rokid.

23 **FIRST COUNTERCLAIM FOR RELIEF**

24 **(Misappropriation of Trade Secrets in Violation of the Defend Trade Secrets Act)**

25 **(Against Fu and DOES 1-100)**

26 24. Rokid realleges and incorporates by reference each and every foregoing paragraph
27 of this Counterclaim as if set forth in full.

1 25. Rokid is informed and believes, and thereon alleges, that Fu misappropriated
2 Rokid's Trade Secrets as described above.

3 26. The Trade Secrets were related to Rokid's internal customer lists and customer
4 contacts that it had curated through the course of its business which Rokid has used in, or intends
5 use in, interstate commerce.

6 27. The Trade Secrets are also protected as "non-public" information under federal
7 securities Regulation S-P. 17 C.F.R. § 248(t)(1); 17 C.F.R. § 248.3(u). Accordingly, Rokid is
8 required by federal statute to ensure that non-public customer contact, financial, and account
9 information is not disclosed to third parties without consent. 17 C.F.R. § 248.10.

10 28. The Trade Secrets derive independent economic value by not being accessible,
11 through proper means, to competitors which can profit from its use or disclosure. The identities of
12 (and other information concerning) Rokid's customers and their contact information are not readily
13 available to the public or to Rokid's competitors. Rokid has spent significant sums, in terms of
14 both financial and human resources, to develop and maintain this information, which is of great
15 value to any competitor.

16 29. This information is not known outside Rokid, is known only by Rokid employees
17 and others involved in the business, is subject to reasonable measures to guard the secrecy of the
18 information, including technology, policies, and written agreements, and is difficult for others to
19 properly acquire or independently duplicate.

20 30. Fu knew that he had a duty to maintain the secrecy of Rokid's trade secrets.

21 31. Fu's actions constitute actual, threatened and continuing misappropriation in
22 violation of the DTSA.

23 32. Rokid has suffered damages and irreparable harm as a result of Fu's breaches of
24 the DTSA.

25 33. Rokid is entitled to recover actual damages.

26 34. Rokid's damages cannot be adequately compensated through remedies at law
27 alone, thereby requiring equitable and compensatory relief. Fu's actions will continue to cause
28 irreparable harm and damages to Rokid if not restrained.

1 35. Rokid is informed and believes, and thereon alleges, that Fu's misappropriation of
2 its trade secrets has been willful and malicious entitling Rokid to an award of its reasonable
3 attorneys' fees and exemplary damages.

4 36. Unless Fu is preliminarily and permanently enjoined from the foregoing conduct,
5 Rokid will be irreparably harmed by:

- 6 a. Disclosure of trade secrets that are solely the property of Rokid;
- 7 b. Use of Rokid's trade secrets to solicit customers and to disparage Rokid's
8 product(s) in an attempt to convince Rokid customers to transfer their business away from Rokid;
- 9 c. Loss of confidentiality of clients' records, loss of confidence and trust of clients,
10 loss of goodwill, and loss of business reputation; and
- 11 d. Potential future economic loss, which is presently incalculable.

12 37. Thus, Rokid is entitled to preliminary injunctive relief, restitution, compensatory
13 and exemplary damages, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1836.

14 **SECOND COUNTERCLAIM FOR RELIEF**

15 **(Misappropriation of Trade Secrets in Violation of California Uniform Trade Secrets Act)**

16 **(Against Fu and DOES 1-100)**

17 38. Rokid realleges and incorporates by reference each and every foregoing paragraph
18 of this Counterclaim as if set forth in full.

19 39. Rokid possesses trade secrets as defined by California's Uniform Trade Secrets
20 Act, Civil Code sections 3426-3426.11, as described above.

21 40. The Trade Secrets derive independent economic value, actual or potential, from not
22 being generally known to the public or to other persons who can obtain economic value from its
23 disclosure or use.

24 41. Rokid has taken reasonable measures to maintain the secrecy of the trade secrets,
25 including but not limited to maintaining the information in a password-protected format and
26 requiring Fu and other employees to agree in writing to keep such information confidential.

27 42. Rokid is informed and believes, and thereon alleges, that Fu has misappropriated
28 and threatens to further misappropriate the trade secrets by (i) acquiring Rokid trade secrets with

1 knowledge or reason to know that the trade secrets were acquired by improper means; (ii)
 2 disclosing, using, and threatening to use the trade secrets, which he acquired by improper means,
 3 without Rokid's express or implied consent; (iii) disclosing, using, and threatening to use the trade
 4 secrets without Rokid's consent with knowledge or reason to know that the trade secrets
 5 proprietary to Rokid; (iv) and soliciting or attempting to solicit Rokid customers by use of the trade
 6 secrets.

7 43. Rokid is informed and believes, and thereon alleges, that it has suffered damages,
 8 and Fu has been unjustly enriched, as a direct result of his trade secret misappropriation.

9 44. Rokid is informed and believes, and thereon alleges, that Fu's trade secrets
 10 misappropriation has caused and continues to cause Rokid irreparable injury and cannot be fully
 11 redressed through damages alone. An injunction prohibiting Fu from further use or disclosure of
 12 Rokid trade secrets, and requiring the return thereof to Rokid, is necessary to provide Rokid with
 13 complete relief.

14 45. Rokid is informed and believes, and thereon alleges, that Fu's misappropriation of
 15 its trade secrets has been willful and malicious entitling Rokid to an award of its reasonable
 16 attorneys' fees under Civil Code section 3426.4 and exemplary damages under Civil Code section
 17 3426.3(c).

18 **THIRD COUNTERCLAIM FOR RELIEF**

19 **(Defamation)**

20 **(Against Fu and DOES 1-100)**

21 46. Rokid realleges and incorporates by reference each and every foregoing paragraph
 22 of this Counterclaim as if set forth in full.

23 47. Fu's publications to Rokid's customers, and any other unknown third parties, that
 24 Rokid's X-Craft, Model RX101, is not Atex certified is false.

25 48. Such false statements by Fu have been and/or are being made knowingly and with
 26 malicious intent because Fu knows, by virtue of Rokid's June 19, 2023, letter to Rokid that the X-
 27 Craft, Model RX101 is Atex certified.
 28

49. As a proximate result of the above-described publications, Rokid has suffered loss of its reputation, to its general damage, and damage to its business and trade.

50. The above-described publications were published by Fu with malice, oppression or fraud, and thus Rokid seeks an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Rokid prays for judgment against Fu as follows:

1. For a temporary restraining order and preliminary and permanent injunction against Fu and his agents, employees, representatives, and those acting in concert:
 - a. From any further use or disclosure of Rokid's Trade Secrets defined customer lists and customers contacts, which also contained Rokid's customers emails and cellphone numbers;
 - b. From soliciting any of Rokid's customers whose information is contained in the Trade Secrets;
 - c. From performing services for any already-solicited Rokid customers whose information is contained in the Trade Secrets;
 - d. To return to Rokid all materials constituting or embodying Rokid's Trade Secrets, in whatever form or format, including, without limitation, hard copies and electronic data;
 - e. From destroying, erasing, or otherwise making unavailable for further proceedings in this matter, any records or documents (including data or information maintained in computer files or other electronic storage media) that relate to the claims in this case; and
 - f. From any further use or disclosure of Rokid's Trade Secrets.
2. For general and special damages, plus pre-judgment and post-judgment interest thereon at the legal rate until paid in full;
3. For punitive and exemplary damages, plus pre-judgment and post-judgment interest thereon at the legal rate until paid in full;
4. For costs of suit;

6. For such other and further relief as the Court may deem just and proper.

Rokid hereby demands a trial by jury, to the extent authorized by law.

JACKSON LEWIS P.C.

4883-5762-9309